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6 **UNITED STATES DISTRICT COURT**
7 **NORTHERN DISTRICT OF CALIFORNIA**
8

9
10 JONATHAN A. SEEWER,) Case No.: 3:23-cv-2943
11 Plaintiff,) COMPLAINT FOR: BREACH OF THE
12) EMPLOYEE RETIREMENT INCOME
13 v.) SECURITY ACT OF 1974 (ERISA)
14)
15 THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA and UNITED)
16 AIRLINES, INC. LONG TERM DISABILITY)
INSURANCE PLAN,)
Defendant.)

17 Plaintiff, JONATHAN A. SEEWER (hereafter "Plaintiff"), alleges against the Defendant THE
18 PRUDENTIAL INSURANCE COMPANY OF AMERICA and UNITED AIRLINES, INC. LONG
19 TERM DISABILITY INSURANCE PLAN as follows:

20 **I. JURISDICTION**

21 1. Plaintiff's Complaint relates to an employee welfare benefit plan as defined by the Employee
22 Retirement Income Security Act of 1974, 29 U.S.C. §1001 et seq. (hereafter "ERISA"). This Court's
23 jurisdiction is invoked pursuant to 28 U.S.C. §1331 and 29 U.S.C. §1132(e), (f), and (g).
24

1 2. Plaintiff has exhausted all administrative remedies related to the denial of the disability plans
2 that are the subject of this Complaint.

3 **II. INTRADISTRICT ASSIGNMENT**

4 3. At all times relevant to this Complaint, Plaintiff was a resident of the County of San Mateo,
5 therefore, venue is proper within the Northern District of California.

6 4. Plaintiff's Complaint may be assigned to the San Francisco or Oakland division pursuant to
7 Local Rule 3-2.

8 **III. PARITES**

9 5. At all times relevant, Plaintiff was a participant in the United Airlines, Inc. Long Term
10 Disability Insurance Plan for Flight Attendants (hereafter "the Plan"), which provides disability
11 benefits to its participants (Policy No. G-53344-IL).

12 6. At all times relevant, the Plan and its benefits were insured by, funded by, and administered
13 by Defendant The Prudential Life Insurance Company of America (hereafter "Defendant").

14 7. At all times relevant, the Plan was a welfare benefit plan within the meaning of ERISA and
15 was purchased by United Airlines, Inc. to offer, *inter alia*, disability benefits to its employees,
16 including Plaintiff.

17 8. At all times relevant, Defendant was a corporation organized under statutes in the State of
18 New Jersey and doing business in California within the City and County of San Francisco and
19 elsewhere.

20 **IV. GENERAL ALLEGATIONS**

21 9. Plaintiff was hired by United Airlines, Inc. on or around June 4, 1985, as a Flight Attendant.
22 Plaintiff continued to work in this capacity until sometime on or around November 19, 2019, when
23
24

1 he ceased work due to disability. Plaintiff submitted a timely application for benefits pursuant to the
2 Plan to Defendant.

3 10. Starting on or around March 19, 2020, Defendant began to pay Plaintiff's claim for
4 disability benefits but then ceased payments starting on or around September 27, 2020 on the
5 grounds that the medical evidence reviewed did not support a continued finding that Plaintiff's
6 disability prevented him from working, as defined in the Plan. Plaintiff appealed the determination,
7 which was upheld by Defendant in a decision dated January 25, 2023 that alleged the medical
8 documentation in the file did not support medically necessary restrictions and/or limitations and thus
9 Plaintiff was not entitled to benefits according to the Plan.

10 11. Plaintiff made proper and timely claims to Defendant for the benefits due him under the
11 Plan. Despite Plaintiff meeting the definition of disability under the Plan's policies at all times
12 relevant herein, Defendant denied Plaintiff's entitlement to disability benefits.

13 12. Plaintiff has complied with all of the conditions precedent to receive the benefits under the
14 terms and conditions of the Plan, yet Defendant has failed to pay Plaintiff the benefits he is due.

15 **CLAIM FOR RELIEF**
16 **CAUSE OF ACTION: BREACH OF INSURANCE CONTRACT**

17 13. Plaintiff hereby incorporates by reference paragraphs 1 through 12 above as if set forth in
18 full herein.

19 14. ERISA Section 502(a)(1)(B), 29 U.S.C.A. § 1132(a)(1)(B) permits a plan participant to bring
20 a civil action to recover benefits due a participant under the terms of a plan, and/or to clarify a
21 participant's right to future benefits.

22 15. At all times herein mentioned, Plaintiff was a beneficiary under the Plan and Plaintiff has
23 been totally disabled under the terms and conditions of said Plan.
24

1 16. Defendant agreed to pay benefits to Plaintiff in accordance with the provisions of the
2 policies governing the Plan. Defendant has violated and continue to violate the terms of the Plan and
3 Plaintiff's rights thereunder by denying Plaintiff's claim for disability benefits under the Plan.

4 17. Furthermore, Defendant, by denying Plaintiff's entitlement to benefits under the Plan, has
5 caused Plaintiff to lose his eligibility and entitlement to other benefits, such as, *inter alia*, survivor
6 benefits, life insurance benefits, and health care benefits.

7 **PRAYER FOR RELIEF**

8 **WHEREFORE**, Plaintiff prays for judgment in his favor and against Defendant as follows:

9 A. Order Defendant pay benefits due Plaintiff under the Plan from the beginning of his
10 disability through the date judgment is entered;

11 B. Order Defendant pay future benefits due Plaintiff under the Plan until such time as Plaintiff
12 is no longer disabled within the meaning of the Plan;

13 C. Order Defendant to pay all interest as allowed by law;

14 D. Award Plaintiff reasonable attorney fees and costs in an amount to be shown according to
15 proof; and

16 E. Provide any and all other relief the Court deems just and proper.

17 Date: June 15, 2023

Respectfully submitted,

18 UNRUH LAW, P.C.

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